

To: Bob Arum[BobArum@toprank.com]; Todd DuBoeff[tduboeff@toprank.com]  
From: 8:17-cv-00011-JMG-SMB Doc # 145-6 Filed: 09/14/18 Page 1 of 3 - Page ID # 1955  
Sent: Fri 7/29/2016 9:15:34 PM  
Subject: Fwd: Payment of my Fee

## Redacted - A/C Privilege

Begin forwarded message:

**From:** Christopher Middendorf <[chris@middendorfsports.com](mailto:chris@middendorfsports.com)>  
**Date:** July 29, 2016 at 1:47:14 PM PDT  
**To:** Harrison Whitman <[HWhitman@toprank.com](mailto:HWhitman@toprank.com)>  
**Cc:** David Lopez <[DLopez@toprank.com](mailto:DLopez@toprank.com)>, Michael Miller <[mmiller@michaelmillerlaw.com](mailto:mmiller@michaelmillerlaw.com)>  
**Subject:** Re: Payment of my Fee  
**Reply-To:** Christopher Middendorf <[chris@middendorfsports.com](mailto:chris@middendorfsports.com)>

Frankly your argument is ridiculous.

Not only was Crawford defending his own WBO belt (by your own admission), he was fighting a guy who also had a belt.

The agreement DOES address this issue. It says that I get paid when Crawford defends his belt.

Crawford defended his belt and I should get paid my 8% fee. **PERIOD.** Obviously, you and I can argue this further. As you are an attorney and I am not, I would appreciate it if any further communications be copied to my attorney, Michael Miller. His email is cc'd above and his telephone is (210) 225 6666.

Chris

Christopher S. Middendorf  
(301) 942 5601 office  
(301) 873 7064 cell  
[chris@middendorfsports.com](mailto:chris@middendorfsports.com)

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**From:** Harrison Whitman <[HWhitman@toprank.com](mailto:HWhitman@toprank.com)>  
**To:** Christopher Middendorf <[chris@middendorfsports.com](mailto:chris@middendorfsports.com)>  
**Cc:** David Lopez <[DLopez@toprank.com](mailto:DLopez@toprank.com)>  
**Sent:** Friday, July 29, 2016 2:09 PM  
**Subject:** RE: Payment of my Fee

Chris,

Your email illustrates the issue. You've characterized the event as two fighters defending their titles. It could just as easily be described as two fighters challenging for new titles. The reality is it was partially a title defense and partially a title challenge—a hybrid event that is not covered under our agreement. There is no question that Crawford's WBO title was on the line. But there is also no question that he was challenging for Postol's WBC title. You cannot dissect the bout and only focus on the portion of the bout that supports your reading of the agreement. The agreement is very specific and did not address this type of situation.

**From:** Christopher Middendorf [<mailto:chris@middendorfsports.com>]

**Sent:** Thursday, July 28, 2016 3:11 PM

**To:** Harrison Whitman <[HWhitman@toprank.com](mailto:HWhitman@toprank.com)>

**Cc:** David Lopez <[DLopez@toprank.com](mailto:DLopez@toprank.com)>

**Subject:** Payment of my Fee

Here is the deal- Crawford's WBO world title was on the line. Period. The fight between Crawford and Postal was for Terence's title. Sanctioning fees were paid to the WBO to sanction Crawford's defense of his title and he defended it perfectly. Postal also had a title and he defended his WBC world title. Your belief that as a "title unification

bout in which Terence was not simply participating in a title defense...." is an absurd statement. The fight being a unification bout does not change that each fighter was

defending his own title. Therefore it has no impact on my percentage which is due whenever Terence Crawford defends his world title.

The fact of the matter is that this is a ridiculous argument. That it was a defense of his title is confirmed in dozens of articles on boxing news sites and through other media.

Here are just two examples:

4/21/16 - Dan Rafael, ESPN Senior writer A former lightweight champion and the 2014 fighter of the year, Crawford (28-0, 20 KOs), 28, of Omaha, Nebraska, will be making his third 140-pound title defense.

Postol (28-0, 12 KOs), 32, of Ukraine, will be making the first defense of the world title belt he won in upset fashion by knocking out Lucas Matthyse in the 10th round on Oct. 3 in Carson, California. Cameron Dunkin, Crawford's co-manager, confirmed to [ESPN.com](http://ESPN.com) that Crawford signed the contract.

5/10/16 Associated Press

Crawford, of Omaha, Nebraska, has won four of his last five by stoppage. The 2014 fighter of the year by the Boxing Writers Association of America will be making his third defense of the WBO version of the title.

I am sure that if I really searched that there are probably quotes from Top Rank representatives or WBO officials that confirm that Crawford was defending his title. As per the agreement that I have with you, you have five business days to pay me. Tomorrow, Friday, July 29th is the fifth business day. When I spoke to David Lopez at the fight on Saturday he said that he did not have my check but that he would send it to me via wire transfer. I will expect that transfer by the close of business tomorrow.

In the spirit of good will, if for some reason you need a couple of extra days send me a note before noon tomorrow and let me know and I will respond if that is acceptable.

Sincerely,

Chris

Christopher S. Middendorf

(301) 942 5601 office

(301) 873 7064 cell

